

AG Contract No. KR00 2256TRN
ADOT ECS File No. JPA 00-190
Project: HX109 01C
Section: SR-69 @ Holiday Drive (MP 294.4)

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
THE CITY OF PRESCOTT
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 7 June, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the YAVAPAI COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"), and the CITY OF PRESCOTT, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The City is empowered by Arizona Revised Statutes Section 41-1513 and 28-1895 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

4. The State, the City and the County desire to participate in the design, construction, operation and maintenance of a new warranted traffic signal at the intersection of SR-69 and Holiday Drive (MP 294.4), at an estimated cost of \$180,000.00, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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24679
Filed with the Secretary of State
Date Filed: 06/07/01

Secretary of State

Vicky J. Greenwald

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve City and County review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for one half of the cost of the traffic signal Project, in an amount currently estimated at \$90,000.00, and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Invoice the County for the its' one fourth share of the reasonable direct actual cost of the Project, in an amount currently estimated at \$45,000.00.

d. Invoice the City for the its' one fourth share of the reasonable direct actual cost of the Project, in an amount currently estimated at \$45,000.00.

e. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the Project.

2. The County will:

a. Review the design documents and provide comments.

b. Be responsible for one fourth of the cost of the Project, in an amount currently estimated at \$45,000.00, and for its proportionate share of any Project cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

c. Reimburse the State for the County one fourth share of the cost of the Project, in an amount currently estimated at \$45,000.00, within 30 days after receipt of an invoice.

d. Upon completion and acceptance of the Project grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance to the Project and ancillary equipment.

3. The City will:

a. Review the design documents and provide comments.

b. Be responsible for one fourth of the cost of the Project, in an amount currently estimated at \$45,000.00, and for its proportionate share of any Project cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. Reimburse the State for the City one fourth share of the cost of the Project, in an amount currently estimated at \$45,000.00, within 30 days after receipt of an invoice.

d. Upon completion and acceptance of the Project, provide electrical energy to operate the signal, and grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance to the Project and ancillary equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
County Manager
1015 Fair Street
Prescott, AZ 86301

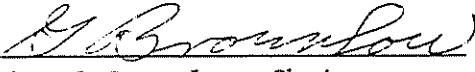
City of Prescott
Economic Development Manager
Box 2059
Prescott, AZ 86302

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

CITY OF PRESCOTT

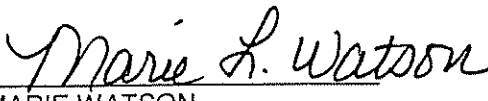
By 
Gheral Brownlow, Chairman
Board of Supervisors

By 
SAM STEIGER
Mayor

ATTEST


ATTEST

By 
BEV STADDON
Clerk of the Board

By 
MARIE WATSON
City Clerk

STATE OF ARIZONA
Department of Transportation

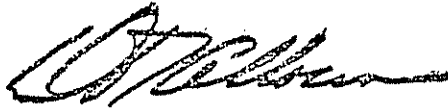
By 
MICHAEL P. MANTHEY
State Traffic Engineer


4/10/01
Res. No. 3345
#01-081

RESOLUTION

BE IT RESOLVED on this 22th day of November 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for the design, construction, and maintenance and operation of a new warranted traffic signal on SR-69 at the intersection of Holiday Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27th day of February, 2000.



County Attorney

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: March 16, 2001.

The entry in the said minutes:


ITEM NO. 1. Public Works Director Richard Straub.

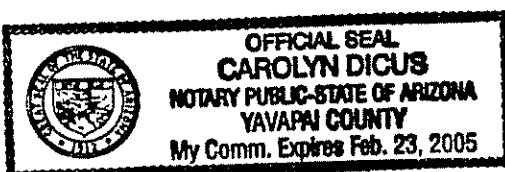
1. Request for approval to enter into an intergovernmental agreement with the Arizona Department of Transportation for traffic signals at State Route 69 at Kachina Place and State Route 69 at Holiday Drive. Half-cent sales tax project. **Mr. Straub spoke about the County's share of these projects and explained that both locations have become very busy and in need of controls. Approved by unanimous vote. Motion by Supervisor Street, seconded by Supervisor Davis. No comments from the public.**


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me April 2, 2001.

My Commission Expires:


Notary Public



RESOLUTION NO. 3345

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION AND YAVAPAI COUNTY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF HOLIDAY HILLS DRIVE AND STATE ROUTE 69, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the City of Prescott has determined that the installation of a traffic signal at the intersection of Holiday Hills Drive and State Route 69 would benefit the residents of the City of Prescott; and

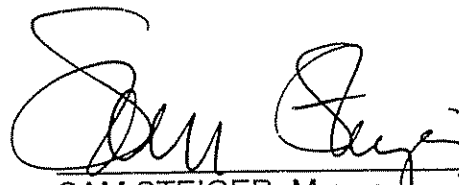
WHEREAS, the Arizona Department of Transportation and Yavapai County have agreed to enter into an intergovernmental agreement to share in the funding of said signal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT, the City of Prescott hereby approves the attached Intergovernmental Agreement with the Arizona Department of Transportation and Yavapai County for the installation of a traffic signal at the intersection of Holiday Hills Drive and State Route 69, attached hereto as Exhibit "A".

Section 2. THAT, the Mayor and Staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 10th day of APRIL, 2001.


SAM STEIGER, Mayor

ATTEST:

APPROVED AS TO FORM:


MARIE L. WATSON, City Clerk


JOHN R. MOFFITT, City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-2256TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 30, 2001.

JANET NAPOLITANO
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section

JTM:ggt

Enc.

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